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**AGREEMENT**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**BETWEEN**

**JUN 30 2008**

**THE TOWN OF HENRIETTA ADMINISTRATION**

**and**

**C.W.A. LOCAL 1170**

**January 1, 2008 through December 31, 2012**

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## **ARTICLE I- AGREEMENT**

Local 1170 C.W.A., hereinafter referred to as the "Union", and the Town Board of the Town of Henrietta, County of Monroe, State of New York, hereinafter referred to as the "Town", do hereby enter into the following agreement as of January 1, 2008.

## **ARTICLE II- RECOGNITION**

The Town recognizes the Union as the exclusive representative for all full-time employees (except those positions listed below who are excluded) to bargain collectively with the Town, and to enter into agreements with the Town with respect to rates of pay, wages, hours of employment, fringe benefits, and other conditions of employment.

The Town does, therefore, hereby recognize the Union as the exclusive bargaining representative of all full-time employees, excluding those positions listed below for the purpose of collective bargaining with respect to grievances, wages, hours of employment, working conditions and other conditions of employment.

A full time employee is an employee who works an average of twenty or more hours a week over a twenty-six week period with the following exceptions:

1. Seasonal/Temporary employees as per Article 30, and
2. Part-Time employees who work on-call as wing persons during the winter season.

The following positions are excluded Elected Officials, Appointed Officials, Town Department Heads, Assistant Recreation Director, Clerk to the Town Justice, Assistant Assessor, Deputy Town Clerk (One Position), Court Administrator, Deputy Administrator for Utilities Services, Junior Accountant (Director of Finance), Fire Marshall, Deputy Superintendent of Highways (One Position), Secretary to the Town Supervisor, Assistant to the Finance Director, Deputy Director of Engineering/Planning and Safety and Training Officer (Per Settlement of PERB IPS #U-8847).

Where only a limited number of persons in a particular title are excluded from the unit, the persons excluded shall be designated by the Town and the Town shall inform the Union of such.

## **ARTICLE III –UNION SECURITY AND CHECK OFF OF UNION DUES**

### **Section 3.1 – Union Security**

1. Effective January 1, 1980, all new employees hired by the Town shall, as a condition of employment, within thirty (30) days of employment, pay or tender to the Union an amount equal to the periodic union dues until the termination of this agreement.
2. Employees removed from the payroll for any reason shall as a condition of employment, within thirty (30) days after returning to the payroll, shall pay or

tender to the Union an amount equal to the periodic Union dues until termination of this agreement.

3. Any employee may voluntarily authorize a payroll deduction by signing an authorization form for the Charity, Building Fund of the Union and Clothing Fund.
4. The employer may, at its discretion, deny an employee the right to future check-off if it becomes apparent that the employee is abusing the check-off privilege by entering or getting out of a specific check-off more than twice in any given calendar year.

### **Section 3.2 – Check Off of Union Dues**

1. Any employee covered by this agreement who is a member of the Union shall tender his or her membership dues to the Union by voluntarily signing the authorization for payroll deduction as per Appendix F.
2. The Town shall agree to deduct Union dues, and also deduct with the employee's authorization an open-end payroll deduction, with the exception of political contributions. The Union shall be responsible for distributing monies so deducted to different funds for which the authorization has been made. The amount deducted shall be remitted to the Union on a monthly basis.
3. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Town one (1) month prior to the effective date of the change.
4. The Union agrees to indemnify and hold the Town harmless from any and all manners of claim, demands, suites, actions, or other forms of liability, which may arise against it on the account of the deduction of Union dues or other deductions under this section and the paying over of the same to the Union in accordance with the provision thereof.

### **ARTICLE IV – UNION REPRESENTATIVES**

1. Within five (5) days after signing this agreement, and subsequently as changes occur, the Union shall notify the Town's Director of Personnel in writing of the names of employees who have been selected as Union Officers or Stewards.
2. The Local President may be excused for up to ten (10) working days per year for the purpose of attending Union seminars and conferences; all other Union officers may be excused up to five (5) working days per year to attend Union seminars and conferences. The cumulative time off under this article shall not exceed twenty-five (25) days per year. Requests for time off shall be made to the Department Head of the employee seeking time off. The Department head may deny a request if the employee's absence would interfere with the service requirements of the



department. Employees excused under the provision of this article shall be excused without pay.

## **ARTICLE V – PERMANENT TRANSFERS**

### **Section 5.1 – New Job Classification**

The job classification currently recognized by the Town and set forth in the Appendix A shall continue under this agreement. The Town may establish new classifications with wage ranges applicable thereto whenever it considers it to be necessary. The “Town “, however, agrees to confer with the Union before establishing new job classifications or wage rates. Upon request, the Town will bargain the rate, however, the bargaining will not prevent the Town from implementing the initial rate.

### **Section 5.2 – Permanent Transfers Between Job Classification**

- A. When a job opening occurs in the competitive class job classifications, the normal procedure for the selection of candidates from an appropriate Civil Service eligibility list shall apply.
- B. Whenever a job opening occurs in the labor or non-competitive job classifications, the following shall apply:
  - 1. A notice of the opening shall be posted on all bulletin boards, stating the job classification, rate of pay, and the job requirements in order to qualify. Such posting shall be for a period of five (5) working days.
  - 2. During this period, employees who wish to apply for the open position may do so. The application shall be in writing, and it shall be submitted to the Director of Personnel.
  - 3. The employer shall fill such openings or vacancies from among those who have applied, who meet the standards of the job requirements. If no employees who applied for the vacancies meet the job requirements, the employer may select anyone, including non-employees, to fill the position.
  - 4. Any employee selected in accordance with the procedure as set forth above shall undergo a trial period of a minimum of (30) days, but not to exceed six (6) months. If management determines that the employee does not measure up to the requirements of the position, the employee shall be restored to his former classification.
  - 5. Seniority shall prevail in matters of sick leave, vacation time, termination pay, assignments of overtime, call-outs, or assignments of “out-of-title” work.

6. It is not intended that this provision as it relates to call-outs, out-of-title" work, or overtime assignments, shall apply to any employee who is deemed to be in a trial period by virtue of a permanent transfer.
7. In no event will the exercise of the employer's judgment under Section 5.2 Paragraph B of this article as to the merit and ability of an employee to perform a job be subject to the arbitration procedure herein.
8. No employee will be transferred from one job to another for disciplinary reasons unless it is deemed that the transfer will prevent serious disruption of the work force effort, subject to the grievance and arbitration procedure.

## ARTICLE VI – WAGES

### Section 6.1 – Job Classifications and Wage Rates

The job classifications and wage rates assigned to each classification are attached hereto as Appendix A, B, C, D, and E. The placement of an employee within the rate structure assigned to each job classification shall be determined by the Town upon hiring. However, all new employees will be placed on a step within the salary schedule.

### Section 6.2 – Wage Increases

1. Effective January 1, 2008, employees on Step 1 through Step 7 will have their wages and salary rates increased by two percent (2%) and employees on Step 8 and above will have their wages and salary rates increased by three percent (3%) above the December 31, 2007 levels.
2. Effective January 1, 2009, employees on Step 1 through Step 7 will have their wages and salary rates increased by two percent (2%) and employees on Step 8 and above will have their wages and salary rates increased by three percent (3%) above the December 31, 2008 levels.
3. Effective January 1, 2010, employees on Step 1 through Step 7 will have their wages and salary rates increased by two percent (2%) and employees on Step 8 and above will have their wages and salary rates increased by three percent (3%) above the December 31, 2009 levels.
4. Effective January 1, 2011, employees on Step 1 through Step 7 will have their wages and salary rates increased by two percent (2%) and employees on Step 8 and above will have their wages and salary rates increased by three percent (3%) above the December 31, 2010 levels.
5. Effective January 1, 2012, employees on Step 1 through Step 7 will have their wages and salary rates increased by two percent (2%) and employees on Step 8 and above

will have their wages and salary rates increased by three percent (3%) above the December 31, 2011 levels.

6. If the Cost of Living Index "W" (1982-1984=100) is over 4%, the Town will match 1% or fraction thereof of any increase in the U.S. Government CPI (W) from December 2008 to December 2009 and each year thereafter of over 4%.
7. No eligible member shall suffer any loss of a progression increase due to the restructuring of the Wage Schedules.

#### **Section 6.3 – Progression Increases**

- A. Effective April 1, 1987, all employees eligible (all employees whose current anniversary dates fall between January 1 and June 30 and who are in the step system) for a two percent (2.0%) step increase based upon date of hire or promotion will receive such step increase without any need for evaluation.
- B. Effective September 1, 1987, all employees eligible (all employees whose current anniversary dates fall between July 1 and December 31, and who are in the step system) for a two (2.0%) step increase will receive an evaluation by his/her supervisor to determine whether or not such increase will be granted. Employees denied such increases will have the opportunity to grieve and arbitrate the denial on a consolidated basis with other similarly affected employees.
- C. All employees eligible for a one and one-half percent (1.5%) step increase will be evaluated for that year. Those employees found eligible to receive such step increases as of April 1<sup>st</sup> of each year, (all employees whose current anniversary dates fall between January 1 and June 30 and who are in the step system) based on date of hire or promotion will receive the increase (retroactively). Those employees found eligible (all employees whose current anniversary dates fall between July 1 and December 31 based on date of hire or promotion and who are in the step system) to receive step increases as of September 1<sup>st</sup> of each year, (retroactively). Employees denied such increases will have the opportunity to grieve and arbitrate the denial on a consolidated basis with other similarity-affected employees.

#### **Section 6.4 – Night Differential**

- A. All employees who are assigned to work a shift between the hours of 3:00 P.M. to 12:00 midnight shall be paid forty cents (\$.40) per hour above their basic hourly rate.
- B. All employees who are assigned to work a shift between the hours of 11:00 P.M. to 7:00 A.M. shall be paid fifty-five cents (\$.55) per hour above their basic hourly rate.
- C. Shift differential shall not be paid in addition to call-out payment or overtime payment.

## **ARTICLE VII – HEALTH AND WELFARE**

### **Section 7.1 – Preferred Care Basix**

**A. The Town will pay 100% of the cost of a single, 2 person, or family Preferred Care Basix 220-2 medical plan.**

**A1. Employees hired after the ratification of the 2002 Contract will pay 15% of the monthly premium during their term of employment.**

**A2. The Town will establish an HRA (Health Reimbursement Account) and contribute the following amounts annually:**

<b>Single plan</b>	<b>\$300.00</b>
<b>Two Person plan</b>	<b>\$400.00</b>
<b>Family plan</b>	<b>\$500.00</b>

**A3. In addition the Town will contribute the following amounts each year to the employees HRA based on the number of years of service on January 1, of that particular year:**

<b>5 Years of Service</b>	<b>\$50.00</b>
<b>10 Years of Service</b>	<b>\$75.00</b>
<b>15 Years of Service</b>	<b>\$150.00</b>
<b>20 Years of Service</b>	<b>\$200.00</b>
<b>25 Years of Service</b>	<b>\$300.00</b>

**Any remaining balances in the employees HRA roll over from year to year, and remain with the employee upon retirement or resignation, until the employee exhausts the account.**

**B. If an employee elects a more expensive plan, the Town will pay the premium amount of Preferred Care Basix 220-2 plan. The employee is then responsible for any payment for the premium over and above the cost of Preferred Care Basix 220-2 plan.**

**C. Employees who elect not to participate in the Town's medical insurance coverage (and furnish proof of other medical insurance coverage) shall be permitted to "opt out" of the Town's coverage at the beginning of the plan year and will receive a cash bonus of fifty percent (50%) of the monthly premium for single, two person, or family coverage they carried prior to opting out at the end of the annual period for which non-coverage applies. Any employee who has elected to "opt out" of the Town's medical insurance coverage may resume coverage during the open enrollment period, or change in family status.**

An employee must have worked for the Town at least one (1) year prior to receiving the money. The health care “opt out” will be paid at the end of the year, or the employee’s departure from employment with the Town.

- D. If legislation is enacted for a National Health Care Plan during the term of this agreement, the Union and the Town agree to bargain on the new plan, except if the effective date of such a plan occurs in the last three months, or later of the 2008 contract year, it is agreed that it will be held as a subject for bargaining in negotiation for a successor agreement to the current contract.

**Section 7.2 – Dental Plan**

Town’s monthly contribution to increase to:

Family coverage:

Eff. Jan. 1, 2008: \$41.75 (\$2.00)

Eff. Jan. 1, 2009: \$43.25 (\$1.50)

Eff. Jan. 1, 2010: \$44.75 (\$1.50)

Eff. Jan. 1, 2011: \$46.25 (\$1.50)

Eff. Jan. 1, 2012: \$47.75 (\$1.50)

Single Coverage:

Eff. Jan. 1, 2008: \$24.00 (\$1.00)

Eff. Jan. 1, 2009: \$24.75 (\$.75)

Eff. Jan. 1, 2010: \$25.50 (\$.75)

Eff. Jan. 1, 2011: \$26.25 (\$.75)

Eff. Jan. 1, 2012: \$27.00 (\$.75)

**Section 7.3 – Eye Care Vision Plan**

- A. Town’s monthly contribution to increase to:

Family coverage:

Eff. Jan. 1, 2008: \$16.75 (\$.75)

Eff. Jan. 1, 2009: \$17.25 (\$.50)

Eff. Jan. 1, 2010: \$17.75 (\$.50)

Eff. Jan. 1, 2011: \$18.25 (\$.50)

Eff. Jan. 1, 2012: \$18.75 (\$.50)

Single Coverage:

Eff. Jan. 1, 2008: \$11.85 (\$.50)

Eff. Jan. 1, 2009: \$12.10 (\$.25)

Eff. Jan. 1, 2010: \$12.35 (\$.25)

Eff. Jan. 1, 2011: \$12.60 (\$.25)

Eff. Jan. 1, 2012: \$12.85 (\$.25)

- B. Any employee who operates a video display terminal 50% of their work week may participate in C.W.A’s Visual Display Terminal Eye Care Plan, in addition to the regular Eye Care Plan.

- C. The Town will continue to offer a Pretax 125 flexible spending plan for all employees.

### **ARTICLE VIII – GROUP LIFE INSURANCE**

The Town will provide to its employees, group life insurance, equal to the employee's yearly wage, rounded to the nearest \$1,000.00.

The amount of insurance shall reduce 10% per year after the date of retirement, until the employee reaches a minimum amount of \$5,000.00.

Any employee removed from the payroll shall have the right to convert the Group Life to individual coverage.

### **ARTICLE IX – VACATIONS**

#### **Section 9.1 – Calculation of Vacation Time**

- A. Each regular full time employee of the Town Hall shall receive each year a vacation with pay, based upon their scheduled hours per week.
1. Employees working forty (40) hours per week shall earn vacation time at that hourly rate.
  2. Employees working thirty-five (35) hours per week shall earn vacation time at that hourly rate.
- B. As of January 1<sup>st</sup> of each year, each employee shall receive his/her vacation entitlement for the number of years service he/she will have completed by year-end of that same year.

UPON COMPLETION	TOTAL VACATION	PRO-RATED
1 Year Service	10 days	
2 Years Service	11 days	
3 Years Service	12 days	
4 Years Service	13 days	
5 Years Service	14 days	
6 Years Service	15 days	
8 Years Service	16 days	
10 Years Service	17 days	
12 Years Service	18 days	
14 Years Service	19 days	
16 Years Service	20 days	
18 Years Service	21 days	
20 Years Service	22 days	

C. The minimum vacation time an employee may take is as follows:

1. an employee on a thirty-five (35) hour work week = three and one-half (3.5) hours minimum vacation time, and
2. for an employee on a forty (40) hour work week three (3) hours minimum vacation time.

D. Employees who terminate their employment either voluntarily or involuntarily, are entitled to receive accrued vacation time.

E. Employees with less than one (1) year of service shall be allowed to take five (5) working days as vacation days after they have completed six (6) months service. The five (5) working days shall be counted as part of the ten (10) working days of vacation an employee is entitled to have during the second year of employment with the Town.

#### **Section 9.2 – Termination of Employment**

Employees who have completed six (6) months of service with the Town shall receive earned vacation pay upon termination or resignation.

#### **Section 9.3 – Death of an Employee**

Earned vacation pay shall be paid to an employee's estate upon his or her death.

#### **Section 9.4 – Requests for Vacation**

Insofar as practical, vacations shall be granted according to the employee's request. However, in order to insure sufficient personnel to meet the operating requirements of the Town or a department thereof, the right to limit the number of employees who will be on vacation, at any one time is reserved to the employee's department head.

#### **Section 9.5 – Carry Over**

A. Employees may carry over up to five (5) days of vacation from one vacation year to the next. (This right to carry over vacation may be exercised only every other year and in no event may an employee accumulate more than five (5) days of carry over vacation.) The date of commencement of full time employment determines the vacation year date (anniversary date).

B. Request to carry over vacation must be made one (1) month prior to December 31<sup>st</sup>.

C. The department head may refuse a request to carry over vacation if he believes that the carry over may affect the service requirements of the department.

- D. Any employee on vacation who has a death in the immediate family shall be entitled to request that a maximum of three (3) vacation days be rescheduled. The rules and regulations of the Bereavement Article shall apply to this section.

### STATEMENT OF INTENT

It is the Town's intention that no employee shall lose accrued vacation time due to the contractual limits on the amount of accrued vacation time that can be carried forward from one year to the next, where the Town's refusal to approve vacation time for operational reasons is the direct and immediate cause for the employee's inability to use accrued vacation.

#### Section 9.6 – Charges Against Vacation Time

No charges against vacation time can be taken until completion of six (6) months of service.

#### Section 9.7 – Leave Time

Vacation time shall accrue for all employees even if they are on leave.

#### Section 9.8 – Winter Vacation

During the months of December, January, February, and March, one (1) employee of the Highway Department, with the approval of the Department Head, shall be given one (1) week vacation.

### ARTICLE X – SICK TIME

#### Section 10.1 – Incidental Sick Days

- A. Effective January 1, 1994, sick leave shall be credited to each full time employee on January 1<sup>st</sup> of each year for the number of years of service he/she will have completed by year end of that same year.

#### INCIDENTAL SICK DAYS

Up to 2 years served	5 days
2 – 3 years served	8 days
over 3 years served	12 days

- B. Incidental sick days will be granted at a maximum of twelve (12) days per year. Employees who, as of January 1, 1987 were eligible for a maximum of twenty (20) days sick leave per year, will receive twelve (12) paid sick days with the additional eight (8) days accrued for pension purposes only. In addition, employees who, as of January 1, 1994 were eligible for a maximum of fifteen (15) paid sick days will receive twelve (12) paid sick days with the additional three (3) days accrued for pension purposes only.



- C. Employees are to call in to a number to be assigned by the Town when unable to report to work:

Office personnel	8:45 – 9:15 a.m.
All others	15 minutes before starting time

- D. Employees who fail to report more than one time in a calendar year as required by Paragraph “C” above, may be subject to progressive discipline. Employees without benefit time, will not be paid for time not worked.
- E. The Town reserves the right to require the employee to produce a doctor’s certificate verifying the employee’s illness. If, however, the Town requires verification of an illness one (1) day or less in duration, the Town shall pay the cost, if any, incurred in obtaining the certificate. Compensation time off must be substantiated by an acceptable doctor’s certificate. This applies to compensation cases only.
- F. If an employee, who is requested to do so, fails to produce satisfactory verification of illness, he shall not be entitled to holiday pay, as set forth in Article VI, if the day of unverified illness is a normally scheduled work day immediately preceding or following a holiday.
- G. Sick Leave is for doctor’s appointments and illness only and shall not be abused. Abuse of sick leave may result in disciplinary action and possible discharge.
- H. No charges against sick leave may be taken until completion of six (6) months of service.

#### Section 10.2 – Attendance Incentive

Employees, who from January 1, to June 30 or from July 1 to December 31, have perfect attendance (i.e. – no unpaid absence or use of sick leave) will receive a bonus of eight (8) hours pay at their regular hourly rate of pay.

#### Section 10.3 – Long Term Disability

All incidental illness time shall be used before long term disability benefits start. The total long term disability coverage for full time employees shall be one hundred sixty-five (165) days effective January 1, 1979. New employees must complete their probationary period prior to being eligible for long term disability.

- A. All employees on the payroll January 1, 1979, shall be credited with the total number of unused sick time as of their next anniversary date. Upon termination or retirement, all unused incidental sick leave up to a maximum of one hundred sixty-five (165) days may be applied toward total service credit.
- B. The use of sick leave to attend to and care for ill family members is permitted, but not to exceed five (5) days per year.

## **ARTICLE XI – PERSONAL LEAVE**

All regular full time employees are entitled to time off to care for personal business. Permission for time off must be requested in advance from the employee's department head.

- A. Personal leave, in the amount of twenty-four (24) hours, shall be credited to employees on January 1 for all full time employees.
- B. Persons must be full time employees for one hundred (100) days before any charge against personal leave is allowed.
- C. The employer may not require to know the purpose of the leave nor must the employee furnish the reason. These days may be used for religious observance, funerals, emergencies, or pressing personal obligations.
- D. Unused personal leave shall be non-accruable upon completion of each year of service.
- E. The minimum amount of time an employee can use for personal time off shall be one (1) hour.

## **ARTICLE XII – BEREAVEMENT**

All regular full time employees will be granted three (3) work days leave with pay due to a death in the employee's immediate family (defined to include husband, wife, son, daughter, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, ward or adopted child and resident of same household).

## **ARTICLE XIII – JURY DUTY**

The Town is well aware of the duty and responsibility each of us has in serving as a juror. Thus, any regular full time employee who is called to serve as juror, shall be granted up to two (2) weeks of duty with full pay, based on the employee's regular base pay.

Should the Jury Duty extend beyond the two (2) week period, employees shall receive compensation based on their regular base pay for the regularly scheduled hours, less any amounts received as juror's fees.

To receive compensation, an employee must furnish a certificate of earnings indicating the exact amount received and the dates for which payment was made.

## **ARTICLE XIV – HOLIDAYS**

**A. The following days will be considered to be legal holidays:**

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King Day</b>	<b>Columbus Day</b>
<b>President's Day</b>	<b>Thanksgiving Day</b>
<b>Good Friday</b>	<b>Friday after Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Half-Day (1/2) On Christmas Eve</b>
<b>Independence Day</b>	<b>Christmas Day</b>

- B. Bargaining unit employees designated by the Town, shall receive Christmas Eve as a full day paid holiday. Employees not designated by the Town to receive Christmas Eve as a full day paid holiday, shall receive the normal one-half (1/2) day paid holiday for the following New Year's Eve.**
- C. Holiday pay for observed holidays shall be computed on the basis of an employee's base hourly rate. If said holiday falls on the weekend, the day prior to or immediately following, will be counted as the full paid holiday. (For example, if the holiday falls on Sunday, the following Monday will be considered the paid holiday.) If the holiday falls during an employee's vacation, he/she will be entitled to one (1) additional day.**
- D. Pay treatment for Working Holidays: For all employees scheduled to work a holiday, the rate of pay shall be holiday pay, plus one and one-half (1-1/2) times the employee's regular rate for all hours worked.**
- E. Eligibility: Regular full time employees, at the time of the holiday, will be eligible for holiday pay. The employee must have worked the last work day immediately preceding the holiday and the next work day immediately subsequent to the holiday in order to receive the above-mentioned benefits, unless prior approval is obtained.**

## **ARTICLE XV – MATERNITY LEAVE & FAMILY MEDICAL LEAVE**

### **Section 15.1 – Payment/Length of Disability**

**All unit employees who give birth or adopt a child shall be entitled to the following:**

**The employee shall receive full pay for the period of her disability. The maternity leave shall not exceed one (1) year from the date of termination from the payroll.**

### **Section 15.2 – Authorization of Exit Date**

The exit date for unit members taking a maternity leave shall be determined solely by the unit member's physical ability to perform her duties. Such date shall be made at the joint determination of the unit member and her physician. The Town shall be given reasonable notice of such dates.

### **Section 15.3 – Authorization of Return Date**

Notwithstanding the original term of the leave, the unit member may return to her employment duties after reasonable notice, at her option, after she has been physically judged able to so return. This determination shall be made by her physician.

### **Section 15.4 – Payment of Maternity Leave**

A pregnancy related disability or normal childbirth shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by the attending physician, prior to the payment of sick leave benefits to which the employee may be entitled.

Male employees represented by the Union shall be entitled to two (2) days of leave with pay at the time of birth or adoption.

### **Section 15.5 – Family Medical Leave**

A The Town consistent with Family and Medical Leave Act will provide a leave of absence in the following circumstances:

1. **Child Care Leave** – An employee who has worked for the Town for a minimum of one (1) year and 1,250 hours in the preceding twelve (12) months, will be granted Child Care Leave up to a maximum of twelve (12) weeks during any twelve (12) month period, less any Medical Leave or Family Medical Leave taken during the same period, to care for a newborn child or one placed with the employee for adoption or foster care. Child Care Leave is only available and must be completed within twelve (12) months of the birth or placement.

2. **Family Medical Leave** – An employee who has worked for the Town for a minimum of one (1) year and 1,250 hours in the preceding twelve (12) months, will be granted Family Medical Leave up to a maximum of twelve (12) weeks during any twelve (12) month period, less any Medical Leave or Child Care Leave taken during the same period, to care for a child, spouse, or parent who has a serious health condition.

B Employees must apply for a leave of absence, preferably at least thirty (30) days before the commencement of the leave. Although it may not be practical to apply for a Medical Leave in advance, the employee must apply for a leave as soon as possible. An employee who requests a leave of absence will be advised of the conditions upon which the leave will

be granted, including any requirement to provide medical certification to support the leave request. The amount of unused leave available to the employee is calculated using the preceding twelve (12) month period from the date the employee commences the leave of absence.

**C** The Town shall require an employee to use his/her accrued sick days during a Medical Leave. The Town shall require an employee to use his/her accrued vacation, sick days, and personal days during a Family Medical Leave or Child Care Leave. An employee with three or more years of service shall receive his/her regular base pay during an approved Medical Leave of Absence reduced by any other benefits or payments available to the employee.

**D** A leave of absence granted under this Article shall run concurrently with statutorily required leaves of absence.

## **ARTICLE XVI – MILITARY LEAVE**

### **Section 16.1 – New York Military Law**

Military leave, including temporary military leave, shall be granted to Town employees in accordance with Section 242 and 243 of the New York Military Law.

### **Section 16.2 – Scheduling**

Military leave time does not have to be scheduled during vacation, sick leave, or personal business leave time.

## **ARTICLE XVII – RETIREMENT**

The Town of Henrietta employees covered by this agreement are eligible for membership in the New York State Employees Retirement System. The benefits provided include death and disability benefits in addition to one of several service retirement benefits.

### **THE RETIREMENT PLANS MANDATORY BY STATE LAW**

- |               |                                                                                                         |
|---------------|---------------------------------------------------------------------------------------------------------|
| 1. Tier Four: | New employees hired after September 1, 1983 – 3% contributory plan                                      |
| 2. Tier Three | New employees hired after July 1, 1976 – 3% contributory plan                                           |
| 3. Tier Two   | New employees hired between July 1, 1973 to June 30, 1976 – non-contributory                            |
| 4. Tier One   | New employees hired previous to July 1, 1973, which may include persons making voluntary contributions. |

## **ARTICLE XVIII – HOURS OF WORK – OVERTIME**

### **Section 18.1 – Work Schedule**

- A. For all office clerical employees, the work week shall be Monday through Friday, from 9:00 a.m. to 5:00 p.m. with one (1) hour for lunch. The work week shall be thirty-five (35) hours.**
- B. For all non-office employees, and full time positions that are listed under the Department of Public Works, the work week shall be eight (8) hours a day Monday through Friday. The work week shall be forty (40) hours per week. The lunch hour will be mutually agreed to between the Union and the Town.**
- C. For all salaried non-exempt employees, the work week shall be 9:00 a.m. to 5:00 p.m., Monday through Friday, with one (1) hour lunch.**
- D. When all office clerical and all salaried non-exempt employees must work in excess of the normal work week, compensatory time shall be granted. If accrued compensatory time is not used by December 31 of the year accumulated, the Town will pay for all unused compensatory time, or the employee may elect to carry the hours over.**

### **Section 18.2 – Overtime Payment**

- A. When all office clerical employees and all salaried non-exempt employees must work in excess of the normal work week, compensatory time off shall be granted.**
- B. All hours worked past forty (40) hours shall be paid at the rate of time and one-half (1-1/2) the employee's base rate.**
- C. Time and one-half (1-1/2) an employee's regular base rate shall be paid to an employee who works in excess of eight (8) hours per day.**
- D. All approved absences shall be included as time worked for overtime purposes.**
- E. No part time employee will work beyond their scheduled tour, until all regular full time employees have been asked to work overtime.**
- F. All full time employees will not receive the one-hour fatigue time when covering the second shift dispatcher's shift, if they worked just their normal work schedule that same day.**

**This does not apply to the Highway Department in the case of an emergency.**

## **ARTICLE XIX – ON-CALL PAY**

Employees who are regularly scheduled to work 40 hours per week and are periodically required to perform on-call duty shall be paid \$25 per month for each month in which they are designated by the Town to perform on-call duty. Designated “on-call” employees shall be obligated to advise the Town how they may be contacted outside their normal working hours and shall be available and obligated to report for work upon request of the Town. This provision shall apply only to the Highway, Parks, & Facilities, Utilities Department and Drainage Department.

Payment of on-call compensation shall be made twice a year; in the first pay period of May and in the first pay period of November for on-call duty performed in the preceding six (6) months. Payments shall be made by separate check.

Employees called in to work outside normal working hours shall receive one hour of pay at time and one-half for work performed of one hour or less, plus one-half hour of travel pay.

For work that exceeds one hour, employees called in will be paid a minimum of four and one-half hours at time and one-half for all hours worked up to four hours.

## **ARTICLE XX – GRIEVANCE PROCEDURE**

### **Section 20.1 – Definition of Grievance**

A grievance is a complaint that an employee or a group of employees have in any manner been treated unfairly or unjustly by the Town or a dispute between the parties over the interpretation or application of the provisions of this collective bargaining agreement.

### **Section 20.2 – General Grievances**

Grievances involving a similar number of employees having substantially the same grievances shall be considered as a general grievance and shall be signed by the Union President or his/her designee and submitted in writing as a Second Step Grievance to the Director of Personnel within thirty (30) working days from the date of the incident on which the grievance is based.

### **Section 20.3 – Town Grievances**

If the Town shall have any grievance with the Union, such grievance shall be signed by the Director of Personnel and submitted in writing to the Union President as a Third Step Grievance.

### **Section 20.4 – Time Limits**

A. Time limits for presenting grievances shall be strictly applied, and unless waived in writing by both parties, failure to adhere to the time limits contained herein shall

prevent any further discussion of the grievance or its being processed to a higher level of the Grievance Procedure.

- B. Failure to reply to a grievance within the time limits specified herein shall be considered as an unsatisfactory settlement under this Article and the grieving party may proceed to the next step of the Grievance Procedure.

#### Section 20.5 – Grievance Steps

- A. Step I – An aggrieved employee or a duly designated Union representative shall initiate and present grievances to the aggrieved employee's Department Head. Such grievances (other than grievances involving the discharge or suspension of an employee) shall be in writing and shall be presented within thirty (30) working days from the date of the incident on which the grievance is based. Grievances involving the discharge or suspension of an employee shall be presented in writing within fifteen (15) days of the Union's receipt of written notice of the discharge or suspension. Within Five (5) working days of its presentation, the Department Head shall respond in writing to the grievance.
- B. Step II – If the grievance is not satisfactorily resolved at Step I, the Union President or his/her designee shall present the grievance in writing to the Director of Personnel. Second Step Grievances shall be presented within five (5) working days of receipt of the First Step Answer. The Director of Personnel shall have five (5) working days to respond in writing to a Second Step Grievance.
- C. Step III – Grievances not satisfactorily resolved at Step II may be presented to Step III. Such grievances shall be in writing, signed by the Union President or his/her designee and shall be presented to the Town Supervisor within five (5) working days of receipt of the Town's Step II Grievance Answer. Response to the Third Step Grievance shall be in writing and shall be made within ten (10) days of receipt of the grievance.
- D. Grievance Meetings – Upon written request from the Town or the Union, the appropriate Town and Union representatives shall endeavor to meet personally at each step of the grievance procedure to consider the grievance. The failure or inability of the Town and Union representatives to meet within the time limits for presenting and appealing grievances; however, shall not extend those time limits. (Unless mutually waived as stipulated to in Section 20.4 – Paragraph A).
- E. Use of Mail and Telecopier – A grievance will be considered timely at each step of the grievance procedure if it is mailed to the appropriate person within the time limits established by the Contract. In other, date of mailing will be considered date of service. The Town's time to respond to a grievance sent by mail shall not begin to run until the Town has actually received the grievance.

Grievances may also be presented by telecopy machine during normal business hours.



- F. The Town's response to a grievance shall be considered timely if mailed to the Union within the time limits established by the labor agreement. The Union's time to answer a response sent by mail shall not begin to run until the Union has actually received the response. The Town also may serve its response to a grievance by telecopier during normal business hours.

## **ARTICLE XXI – ARBITRATION PROCEDURE**

### **Section 21.1 – Interpretation/Application**

- A. Grievances involving the interpretation or application of this collective bargaining agreement (except as otherwise provided herein) and which have not been satisfactorily resolved at the Third Step of the Grievance Procedure, may be submitted to Arbitration by either party. Grievances involving a complaint that an employee or group of employees have in any manner been treated unfairly or unjustly shall not be arbitrable except to the extent that such grievance involves the interpretation or application of one or more specific provisions of this agreement or disciplinary actions including suspensions, demotions, dismissals as outlined in Article XXII.
- B. Neither the fact that Town employee has consulted the EAP provider nor the substance or record of the communications between the Town employee and the EAP provider shall be admissible in any arbitration proceeding brought under the terms of this agreement. Conversely, Town employees who consult the EAP provider shall not be insulated from discipline or discharge.
- C. Nothing contained herein shall be construed to prohibit the Town from advising an employee of the EAP program.

### **Section 21.2 – Time Limits**

The party seeking arbitration shall, within thirty (30) working days of the completion of Step III of the Grievance Procedure, present to the Town Supervisor or his/her designated representative, written notice of its intent to proceed to arbitration and shall simultaneously forward a copy of that notice to the New York State Public Employment Relations Board with a written request for arbitration, requesting a panel of seven (7) names of arbitrators from Central and Western New York, to be submitted to both parties to the dispute, according to PERB's Rules of Procedure. The written request for arbitration shall comply in all respects with PERB's rules concerning the content and service of such requests. If a timely request for arbitration is not presented, the grievance shall be considered closed and may not be submitted to arbitration. Disputes concerning the application of this limit shall be subject to arbitration.

### **Section 21.3 – Arbitration Selection Process**

The parties shall select an arbitrator from the list or lists provided them by the PERB and shall adhere to the PERB procedure for arbitrator selection. Each party to the dispute

shall be allowed to request a maximum of one additional list, should the initial list be unsatisfactorily to either party.

#### **Section 21.4 – Jurisdiction of Arbitrator**

The jurisdiction of the arbitrator shall be limited to the adjudication of grievances submitted to him. The arbitrator shall have no authority to arbitrate away in whole or in part or to add to, subtract from, or modify, vary or disregard any provisions of this Agreement. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate from the power and authority given by law to the Town Board except as provided in this Agreement. The decision of the arbitrator shall be final and binding on the parties and enforceable in a court of law.

#### **Section 21.5 – Cost of Arbitration**

- A. Compensation and expenses of the arbitrator and the general expense of arbitration shall be shared equally by the parties.
- B. Each party shall bear the expenses of its own representatives and witnesses.

### **ARTICLE XXII – DISCRIMINATION**

#### **Section 22.1 – Discrimination Clause**

Both the Town and the Union support all Federal, State, and Local Laws and Regulations prohibiting discrimination on the basis of race, creed, color, sex, age, or national origin in regard to equal employment opportunity.

#### **Section 22.2 – Rights and Privilege**

All rights and privileges now and existing and not specifically altered, amended, or deleted by this Agreement shall continue with the same effect as if this agreement had not been executed.

No employee shall in any way suffer any reduction in wages or benefits due to the enactment of this Contract.

#### **Section 22.3 – Management Rights**

The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the employer and the exercise thereof in regard to the operation of its work and business and the direction of its work force, which have not been specifically abridged, deleted, delegated, or modified by this Agreement, are and shall remain exclusively those of the employer.

## **ARTICLE XXIII – DISCIPLINE**

### **Section 23.1 – Just Cause**

Employees shall not be discharged, suspended, disciplined or fined except for just cause.

### **Section 23.2 – Union Representation**

An employee who so requests it shall be entitled to Union representation during any investigation or interrogation which he or she believes will result in disciplinary action. The employee shall be advised in writing of his/her right to the Union representation as set forth herein.

### **Section 23.3 – Notification to Union**

The Town shall immediately notify the Union in writing if any employee is discharged, suspended, or demoted even if the employee has not requested Union representation during the investigation or interrogation which led up to the discharge, suspension, or demotion.

### **Section 23.4 – Suspension/Discharge**

Any disciplinary action or measure imposed upon an employee shall be subject to the Grievance and Arbitration Procedures as set forth in Article XX and XXI. Grievances involving the discharge or suspension of any employee shall be presented within fifteen (15) days of the Union's receipt of written notice of the discharge or suspension.

### **Section 23.5 – Applicable to Employees**

The Disciplinary, Grievance, and Arbitration procedures provided for herein shall apply to all employees covered by the Agreement and shall be in lieu of the procedure specified in Sections 75 and 76 of the Civil Service Law.

### **Section 23.6 – Progressive Discipline**

Recognizing that poor employee attendance disrupts the workplace, delays the provision of services to the Town's residents, and burdens the Town and its employees, the parties commit themselves to rectifying attendance problems (which shall include an unacceptable level of absences or incidents or tardiness) through progressive discipline. The Town may use progressive discipline for just cause.

## **ARTICLE XXIV – USE OF PERSONAL VEHICLES**

Employees who receive authorization from their Department Heads to use their private vehicle to Town business shall be reimbursed by the Town at the rate set by the Town Board at the Organizational meeting.

## **ARTICLE XXV – SOCIAL SECURITY**

The Town and the Union mutually agree that if the Town undertakes a program to delete or replace Social Security now in effect, that any change, deletion, or replacement will become a subject for immediate negotiations. Any deletion, replacement or change shall not become effective until mutually agreed to by the Town and the Union, and shall be reduced to writing, and become part of this Agreement.

## **ARTICLE XXVI – PRE-EMPLOYMENT PHYSICAL**

The Town shall pay for any pre-employment physical.

## **ARTICLE XXVII – RESIDENCY REQUIREMENTS**

Employees covered by this Agreement shall abide by the residency requirements as set forth in the laws of the State of New York.

## **ARTICLE XXIII – STRIKES**

During the life of this Agreement, no employee shall engage in any work stoppage, slow down, strike, sympathy strike, or any interference with the operation of the Town.

## **ARTICLE XXIX – TERMINATION PAYMENT**

Any employee laid off because of the need for a reduction of the work force shall be paid at the termination of employment a termination allowance based on years of seniority with the Town. Seniority shall be the total time period an employee is on the Town payroll.

- A. After one (1) year of service with the Town, one (1) week's pay or each year or fraction thereof, up to five years or fraction thereof.
- B. Two (2) weeks pay for each year or fraction thereof of seniority from six (6) years of service to ten (10) years of service or fraction thereof.
- C. Three (3) weeks pay for each year or fraction thereof of seniority from eleven (11) years or fraction thereof and all years of service thereafter.
- D. Any reduction of Competitive employees shall be consistent with Section 80 and 81 of the Civil Service Law.
- E. In the case of a reduction in the work force, the employees being laid off shall receive fourteen (14) calendar days notice.
- F. Employees in the Non-Competitive or Labor Class who are laid off, whose full time positions are abolished, or who are displaced due to a transfer by an employee with

greater seniority, the employee shall have recall rights with the Town for one (1) year to a position he/she is qualified to perform subject to the grievance and arbitration procedure.

G. In the event of a reduction in force, no full time employee will be laid off until all part time employees in the Town, who are in the same or similar job classification that the full time employee is qualified to perform is laid off.

H. In the event of a reduction of force, the following shall apply:

Employees to be laid off shall be by inverse seniority,

Employees subject to layoff shall be offered a transfer to another job he/she is qualified to perform in the Town, providing the laid off employee possesses greater seniority than the employee to be displaced.

I. In the event an employee has exercised his/her seniority to displace an employee in another department, he/she will have first preference of transferring back to his/her original job/department before any person from outside the Bargaining Unit is hired.

Any openings to be filled after said restorations have been made, shall be filled by any persons, by seniority, who were laid off and who are qualified to perform the necessary job junctions.

#### **ARTICLE XXX – TEMPORARY EMPLOYEES**

The Town agrees that temporary employees will not be utilized to replace permanent employees, and when temporary employees are utilized by the Town, the length of time shall not exceed six (6) months in a twelve (12) month consecutive period. The six (6) month restriction may be extended mutually by the Union and the Town.

#### **ARTICLE XXXI – FATIGUE TIME**

Fatigue time is time not worked as outlined below during a regularly scheduled tour, but for which payment is made.

The purpose of fatigue time is to insure sufficient rest time to employees for the sake of health and safety.

Pay for fatigue time shall be based on the employee's base rate of pay, including night differential if applicable.

Fatigue time will be paid when an employee works fourteen (14) consecutive hours, the employee will be given fatigue time for every two (2) hours or fraction thereof. Fatigue time shall be granted in the following manner: For each two (2) hours or fraction thereof over fourteen (14) hours, the employee shall receive one (1) hour fatigue time.

If because of an emergency the employee cannot be released from work, the employee shall be paid at regular basic rate, plus night differential if applicable, plus one (1) time the basic rate until the employee can be released for at least four (4) consecutive hours.

## **ARTICLE XXXII – WORK SHOES – HIGHER GRADE WORK**

### **Section 32.1 – Work Shoes**

Employees of the Highway, Parks and Facilities, Utilities and Drainage Departments will be allowed \$85 per year for safety shoes that meet OSHA standards and the approval of the Director of Safety.

### **Section 32.2 – Higher Grade Work**

1. When the Town uses a lower paid employee in the Highway, Utilities, Recreation, Parks and Facilities, or Drainage Departments to perform higher graded work, the employee selected shall be by seniority.
2. The employee selected shall work eight (8) hours at no increase in pay. After eight (8) hours work in the higher classification, the employee will receive the higher rate of pay for performing the higher graded work for only the hours performed in that work.
3. After sixteen hundred (1600) hours have been accumulated of performing higher rated work by lower craft, the Town shall permanently promote to the higher rated classification the senior qualified employee.
4. Selection of employees to perform higher rated work shall be by seniority and qualification.
5. No employee shall be required to assume the duties of a higher classification, except when directed in writing by the department head, setting forth the commencement date of the out-of-title assignment.
6. Out-of-title pay shall correspond to the salary step in the higher title which is immediately above the salary being received by the employee in his/her permanent classification. In no event shall this out-of-title pay be for less than five percent (5%) more than the employee's current rate of pay in his/her permanent classification.
7. When a lower level employee is needed to perform a higher graded work level during a non-scheduled emergency occurrence on an already scheduled assigned crew, the Town shall have the right to select the senior qualified employee on said crew to perform the necessary higher grade work until such time that a qualified more senior lower paid employee within the department can be assigned to the higher graded work. The selection of the most senior qualified employee to replace the original assigned person in

this non-scheduled emergency shall take effect, if necessary, with the beginning of the next scheduled shift when the need for out-of-title has arisen.

### **Section 32.3 – Safety Measures**

1. The Town shall provide either the present safety vest or the belt type vest to all employees of the Recreation, Highway, Utilities, Drainage and Parks & Facilities Departments.
2. The Town will install a safety measure, safety screens in all vans, excluding recreation.

### **ARTICLE XXXIII – PRESERVATION OF UNIT WORK**

- A. Recognizing the Town's interest in providing efficient and competent services to its constituents and the Union's interest in preserving the jobs of its members, the parties agree that the future transfer or allocation of that work:
  1. is necessary to respond to an emergency need for services, or
  2. will not result in the layoff or involuntary transfer of any bargaining unit employee, will not diminish the regular pay and fringe benefits of any bargaining unit employee, and will not unreasonably reduce the amount of overtime work assigned to current unit employees.
- B. If the Town has available equipment and qualified bargaining unit employees to perform work that otherwise would be assigned to private entities, without adding unreasonably to the overtime worked on an annual basis by these Town employees, and if using Town employees to perform the work in question will not adversely affect the performance of other duties and responsibilities assigned to these Town employees, the Town agrees that it will not subcontract the work in question to private entities, except to respond to an emergency need for services or by mutual agreement with the Union.
- C. Where the Town is contemplating subcontracting or assignment of work to private entities in non-emergency situations, it will notify the Union of its intentions and, upon request, will meet with the Union to discuss whether such subcontracting is permissible under this article. If the Town and the Union are unable to agree whether or not the contemplated subcontracting or assignment of work is permissible under this article, within ten business days of the Town's notice to the Union of its intent to consider subcontracting or assignment of work to a private entity, then this matter shall be referred immediately to arbitration before Arbitrators Donald Cullen, James Gross, or Howard Foster, Jr. The arbitrator who is able to provide the parties with the first available date for arbitration shall be appointed. The arbitrator's authority shall be limited to determining whether the proposed subcontracting or assignment of work to private entities is permissible under this article. The arbitrator's decision shall be issued within 10 business days of the close of the arbitration hearing and shall be final and binding on the parties. Absent an emergency, it is understood that the work at issue will not be assigned to a private entity before receipt of the arbitrator's decision.

**APPENDIX A**  
**PART-TIME INFORMATION**

The Town agrees to provide the Union with a list of all regular part-time, temporary and/or seasonal employees by the third Friday in July and the third Friday in January of each year. The list shall indicate the employee's job title, date of hire, and shall provide a summary of the hours which that employee worked during the preceding six months.

**APPENDIX B**  
**PAYROLL DEDUCTION AUTHORIZATION FOR ROADRUNNERS**

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<b>Last Name</b>	<b>First Initial</b>	<b>Location</b>
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**Address**

**To:   The Town Board of Henrietta, NY**

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Roadrunners Association affiliated with the C.W.A. Local 1170 for the purpose of Collective Bargaining, to deduct from my salary and transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Town Board and all its officers from any liability therefore. I revoke all instruments, if any, heretofore made by me for any of the foregoing purposes. This authority shall be continuous while employed in this Town or until withdrawn by written notice, consistent with Article III of the Current Collective Bargaining Agreement.

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<b>Employee Signature</b>	<b>Date</b>
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**Amount to be deducted per paycheck**\_\_\_\_\_



**APPENDIX C**  
**LETTER OF INTENT FOR IMPLEMENTATION OF ATTENDANCE INCENTIVE**

The following guidelines shall be applied to determine eligibility for the attendance incentive provided by the Agreement.

1. The term “unpaid absences” shall include unpaid incidents of tardiness, provided, however, that no employee shall be considered ineligible for the attendance incentive if during the six-month period upon which incentive eligibility is based that employee did not have more than 4 incidents of unpaid tardiness and the employee’s total unpaid tardiness during that period was not more than 90 minutes.
2. Where an employee is absent or tardy due to unforeseen and extraordinary circumstances, the Town in its discretion may excuse such absence or tardiness and any excused absence or tardiness shall not considered when determining whether that employee is eligible for attendance incentive.

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Town

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Local 1170 C.W.A.

**APPENDIX D – SIGNATURE PAGE**

This agreement is entered into this      day of      , 2008.

**LOCAL 1170 C.W.A.**

By: \_\_\_\_\_  
Linda McGrath, President

**TOWN OF HENRIETTA, NY**

By: \_\_\_\_\_  
Michael Yudelson, Supervisor

***Town Negotiating Team***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Union Negotiating Team***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX D – SIGNATURE PAGE

This agreement is entered into this 17<sup>th</sup> day of March, 2008.

LOCAL 1170 C.W.A.

By: Linda McGrath  
Linda McGrath, President

TOWN OF HENRIETTA, NY

By: Michael Yudelson  
Michael Yudelson, Supervisor

Town Negotiating Team

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Union Negotiating Team

[Signature]  
John P. Fuslaskie  
Michael A. Latus  
David T. Moroney  
Robert H. Osterwiler

**APPENDIX E**  
**2008 Wage Table**

<u>Group</u>	<u>Job Title</u>	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>
1	Clerk IV-C Laborer B	10.57	10.73	10.89	11.05	11.22	11.38	11.55	11.71
2	Clerk IV-B Clerk Typist B Receptionist w/ Typing	11.46	11.64	11.81	11.99	12.17	12.35	12.54	12.71
3	Clerk IV-A Clerk Typist A	12.12	12.30	12.48	12.67	12.86	13.05	13.25	13.44
4	Laborer A Clerk III Clerk III w/typing Grd.Equip.Oper. Drafting Tech	13.22	13.42	13.62	13.82	14.03	14.24	14.45	14.66
5	Clerk II Clerk II w/typing	14.43	14.65	14.87	15.09	15.32	15.55	15.78	16.01
6	M.E.O. Maint. Mech.III Secretary I	16.02	16.26	16.51	16.76	17.01	17.26	17.52	17.77
7	Assist. Engineer Auto Mechanic Maint. Mech. II Sr. M.E.O. I Dispatcher	17.87	18.14	18.41	18.69	18.97	19.25	19.54	19.82
8	Rec. Supervisor Assist. Bldg. Insp.	33,215	33,714	34,219	34,733	35,253	35,782	36,319	36,862
9	Labor Foreman	19.70	19.99	20.29	20.60	20.90	21.22	21.54	21.86
10	Sr. Rec. Supervisor	38,999	39,584	40,177	40,780	41,392	42,013	42,643	43,281
11	Junior Engineer	38,612	39,191	39,779	40,376	40,981	41,596	42,220	42,852
12	Eng. Insp. Sr. Labor Foreman Admin. Assistant	20.47	20.78	21.09	21.41	21.73	22.05	22.38	22.71
13	Foreman of Roads	22.68	23.03	23.37	23.72	24.08	24.44	24.80	25.16
14	Fleet Maintenance Supervisor	23.56	23.92	24.27	24.64	25.01	25.38	25.76	26.13

**APPENDIX F**  
**2009 Wage Table**

<b><u>Group</u></b>	<b><u>Job Title</u></b>	<b><u>Step1</u></b>	<b><u>Step2</u></b>	<b><u>Step3</u></b>	<b><u>Step4</u></b>	<b><u>Step5</u></b>	<b><u>Step6</u></b>	<b><u>Step7</u></b>	<b><u>Step8</u></b>
1	Clerk IV-C Laborer B	10.78	10.94	11.10	11.27	11.44	11.61	11.79	11.96
2	Clerk IV-B Clerk Typist B Receptionist w/ Typing	11.69	11.87	12.05	12.23	12.41	12.60	12.79	12.97
3	Clerk IV-A Clerk Typist A	12.36	12.55	12.73	12.92	13.12	13.32	13.51	13.71
4	Laborer A Clerk III Clerk III w/typing Grd.Equip.Oper. Drafting Tech	13.48	13.69	13.89	14.10	14.31	14.53	14.74	14.96
5	Clerk II Clerk II w/typing	14.72	14.94	15.17	15.39	15.63	15.86	16.10	16.33
6	M.E.O. Maint. Mech.III Secretary I Assist. Engineer	16.34	16.59	16.84	17.09	17.35	17.61	17.87	18.13
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I Dispatcher	18.23	18.50	18.78	19.06	19.35	19.64	19.93	20.23
8	Rec. Supervisor Assist. Bldg. Insp.	33,880	34,388	34,904	35,427	35,959	36,498	37,045	37,600
9	Labor Foreman	20.09	20.39	20.70	21.01	21.32	21.64	21.97	22.30
10	Sr. Rec. Supervisor	39,779	40,375	40,981	41,596	42,220	42,853	43,496	44,148
11	Junior Engineer	39,384	39,975	40,575	41,183	41,801	42,428	43,065	43,711
12	Eng. Insp. Sr. Labor Foreman Admin. Assistant	20.88	21.19	21.51	21.83	22.16	22.49	22.83	23.17
13	Foreman of Roads	23.14	23.49	23.84	24.20	24.56	24.93	25.30	25.68
14	Fleet Maintenance Supervisor	24.03	24.39	24.76	25.13	25.51	25.89	26.28	26.67

**APPENDIX G**  
**2010 Wage Table**

<b><u>Group</u></b>	<b><u>Job Title</u></b>	<b><u>Step1</u></b>	<b><u>Step2</u></b>	<b><u>Step3</u></b>	<b><u>Step4</u></b>	<b><u>Step5</u></b>	<b><u>Step6</u></b>	<b><u>Step7</u></b>	<b><u>Step8</u></b>
1	Clerk IV-C Laborer B	10.99	11.16	11.33	11.50	11.67	11.84	12.02	12.20
2	Clerk IV-B Clerk Typist B Receptionist w/ Typing	11.93	12.11	12.29	12.47	12.66	12.85	13.04	13.24
3	Clerk IV-A Clerk Typist A	12.61	12.80	12.99	13.18	13.38	13.58	13.79	13.99
4	Laborer A Clerk III Clerk III w/typing Grd.Equip.Oper. Drafting Tech	13.75	13.96	14.17	14.38	14.60	14.82	15.04	15.26
5	Clerk II Clerk II w/typing	15.02	15.24	15.47	15.70	15.94	16.18	16.42	16.67
6	M.E.O. Maint. Mech.III Secretary I Assist. Eng.	16.67	16.92	17.18	17.43	17.69	17.96	18.23	18.50
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I Dispatcher	18.59	18.87	19.15	19.44	19.73	20.03	20.33	20.63
8	Rec. Supervisor Assist. Bldg. Insp.	34,557	35,076	35,602	36,136	36,678	37,228	37,786	38,353
9	Labor Foreman	20.49	20.80	21.11	21.43	21.75	22.08	22.41	22.74
10	Sr. Rec. Supervisor	40,574	41,183	41,801	42,428	43,064	43,710	44,366	45,031
11	Junior Engineer	40,172	40,775	41,386	42,007	42,637	43,277	43,926	44,585
12	Eng. Insp. Sr. Labor Foreman Admin. Assistant	21.30	21.62	21.94	22.27	22.61	22.94	23.29	23.64
13	Foreman of Roads	23.60	23.96	24.31	24.68	25.05	25.43	25.81	26.19
14	Fleet Maintenance Supervisor	24.51	24.88	25.25	25.63	26.02	26.41	26.80	27.21

**APPENDIX H**  
**2011 Wage Table**

<u>Group</u>	<u>Job Title</u>	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step</u>
1	Clerk IV-C Laborer B	11.21	11.38	11.55	11.73	11.90	12.08	12.26	12.44
2	Clerk IV-B Clerk Typist B Receptionist w/ Typing	12.17	12.35	12.53	12.72	12.91	13.11	13.30	13.50
3	Clerk IV-A Clerk Typist A	12.86	13.05	13.25	13.45	13.65	13.85	14.06	14.27
4	Laborer A Clerk III Clerk III w/typing Grd.Equip.Oper. Drafting Tech	14.03	14.24	14.45	14.67	14.89	15.11	15.34	15.57
5	Clerk II Clerk II w/typing	15.32	15.55	15.78	16.02	16.26	16.50	16.75	17.00
6	M.E.O. Maint. Mech.III Secretary I Assist. Eng	17.01	17.26	17.52	17.78	18.05	18.32	18.59	18.87
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I Dispatcher	18.96	19.25	19.54	19.83	20.13	20.43	20.74	21.05
8	Rec. Supervisor Assist. Bldg. Insp.	35,248	35,777	36,314	36,858	37,411	37,972	38,542	39,121
9	Labor Foreman	20.90	21.22	21.53	21.86	22.18	22.52	22.85	23.20
10	Sr. Rec. Supervisor	41,386	42,006	42,637	43,276	43,925	44,584	45,253	45,933
11	Junior Engineer	40,975	41,590	42,214	42,847	43,490	44,142	44,804	45,476
12	Eng. Insp. Sr. Labor Foreman Admin. Assistant	21.72	22.05	22.38	22.72	23.06	23.40	23.75	24.11
13	Foreman of Roads	24.07	24.43	24.80	25.17	25.55	25.93	26.32	26.72
14	Fleet Maintenance Supervisor	25.00	25.38	25.76	26.15	26.54	26.94	27.34	27.75

**APPENDIX I**  
**2012 Wage Table**

<u>Group</u>	<u>Job Title</u>	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>
1	Clerk IV-C Laborer B	11.44	11.61	11.78	11.96	12.14	12.32	12.51	12.69
2	Clerk IV-B Clerk Typist B Receptionist w/ Typing	12.41	12.60	12.78	12.98	13.17	13.37	13.57	13.77
3	Clerk IV-A Clerk Typist A	13.12	13.31	13.51	13.72	13.92	14.13	14.34	14.56
4	Laborer A Clerk III Clerk III w/typing Grd.Equip.Oper. Drafting Tech	14.31	14.52	14.74	14.96	15.19	15.41	15.65	15.88
5	Clerk II Clerk II w/typing	15.62	15.86	16.09	16.34	16.58	16.83	17.08	17.34
6	M.E.O. Maint. Mech.III Secretary I Assist. Engineer	17.35	17.61	17.87	18.14	18.41	18.69	18.97	19.25
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I Dispatcher	19.34	19.63	19.93	20.23	20.53	20.84	21.15	21.47
8	Rec. Supervisor Assist. Bldg. Insp.	35,953	36,493	37,040	37,596	38,160	38,732	39,313	39,903
9	Labor Foreman	21.32	21.64	21.96	22.29	22.63	22.97	23.31	23.66
10	Sr. Rec. Supervisor	42,213	42,847	43,489	44,142	44,804	45,476	46,158	46,850
11	Junior Engineer	41,795	42,422	43,058	43,704	44,360	45,025	45,700	46,386
12	Eng. Insp. Sr. Labor Foreman Admin. Assistant	22.16	22.49	22.83	23.17	23.52	23.87	24.23	24.59
13	Foreman of Roads	24.55	24.92	25.30	25.68	26.06	26.45	26.85	27.25
14	Fleet Maintenance Supervisor	25.50	25.89	26.28	26.67	27.07	27.48	27.89	28.31

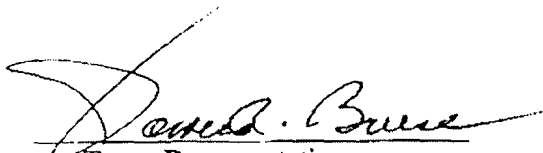


**APPENDIX J**  
**OFF-STEP WAGE SCHEDULES**  
2008, 2009, 2010, 2011, 2012

NAME	HOURLY RATE				
	2008	2009	2010	2011	2012
PRATT, TIM	\$20.84	\$21.46	\$22.11	\$22.77	\$23.45
COOK, BILL	\$18.68	\$19.25	\$19.82	\$20.42	\$21.03
LAYFIELD, SCOTT	\$21.23	\$21.87	\$22.52	\$23.20	\$23.89
MUSSON, TOM	\$21.89	\$22.54	\$23.22	\$23.92	\$24.64
SHOOTS, JAY	\$21.89	\$22.54	\$23.22	\$23.92	\$24.64
CONNER, KEVIN	\$21.89	\$22.54	\$23.22	\$23.92	\$24.64
ALEXANDER, STEWART	\$18.86	\$19.43	\$20.01	\$20.61	\$21.23
HALPIN, SUSAN	\$16.08	\$16.56	\$17.06	\$17.57	\$18.10
MANGINO, SCOTT	\$21.07	\$21.71	\$22.36	\$23.03	\$23.72
MCCOMBS, JOHN	\$21.07	\$21.71	\$22.36	\$23.03	\$23.72
MORIARTY, DAVID	\$26.27	\$27.05	\$27.87	\$28.70	\$29.56
OSTERWINTER, ROLAND	\$25.75	\$26.52	\$27.32	\$28.14	\$28.98
SOSSONG, DAN	\$21.16	\$21.79	\$22.45	\$23.12	\$23.81
CAMPBELL, KATHY	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38
SOSSONG, DARREN	\$21.43	\$22.08	\$22.74	\$23.42	\$24.12
DRUMM, STEVE	\$18.87	\$19.44	\$20.02	\$20.62	\$21.24
YOUNGMAN, DON	\$26.49	\$27.29	\$28.11	\$28.95	\$29.82
YOUNGMAN, MARLENE	\$24.22	\$24.94	\$25.69	\$26.46	\$27.26
CRIPPS, KEVIN	\$22.97	\$23.66	\$24.37	\$25.10	\$25.85
WENZEL, TRACEY	\$18.33	\$18.88	\$19.45	\$20.03	\$20.63
BURROUGHS, CHERIE	\$15.22	\$15.68	\$16.15	\$16.64	\$17.13
CATALANO, MIKE	\$22.43	\$23.11	\$23.80	\$24.51	\$25.25
LAROCCA, RON	\$20.43	\$21.04	\$21.67	\$22.32	\$22.99
WRIGHT III, MARSHALL	\$23.34	\$24.04	\$24.76	\$25.50	\$26.27
KELLY, JOHN	\$20.33	\$20.94	\$21.57	\$22.22	\$22.88
GORINO, SHELLY	\$20.63	\$21.25	\$21.89	\$22.54	\$23.22

**ADDENDUM TO THE COLLECTIVE BARGINING AGREEMENT**  
**ORGANIZATIONAL CHART**

The following attached Public Works Organizational Chart was agreed to by the Town of Henrietta and the Union (Road Runners Local 1170) and passed by the Town Board on the day of December 2003. The following description of the Organizational Chart describes changes and how Out Of Title, promotions, and the number of people in a position are handled.

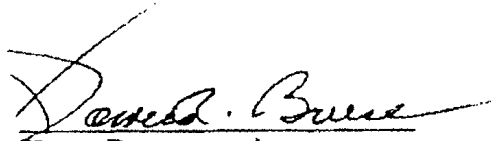
  
Town Representative

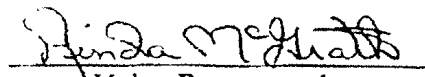
  
Union Representative

**ADDENDUM TO THE COLLECTIVE BARGINING AGREEMENT**  
**CONSOLIDATION OF WAGE SCHEDULE POSITIONS**

The wage scales have been consolidated and updated to comply with the Department of Public Works Organizational Chart and the current positions within the Town of Henrietta. The following list of positions have been removed from the wage schedules (the Town does not currently staff these positions), if the position is needed then the Town and Union would agree to meet and negotiate the appropriate wage and scale for the position.

Secretary to the Boards  
Clerk B  
Maintenance Foreman  
Clerk A  
Act Clerk  
Computer Operator  
Sewer Flow Prevention Tech  
Working Foreman  
Acct Clerk  
Foreman (Utilities)  
Youth Ref. Counselor  
Traffic Control Officer  
Utility Tech  
Engineer Tech

  
Town Representative

  
Union Representative

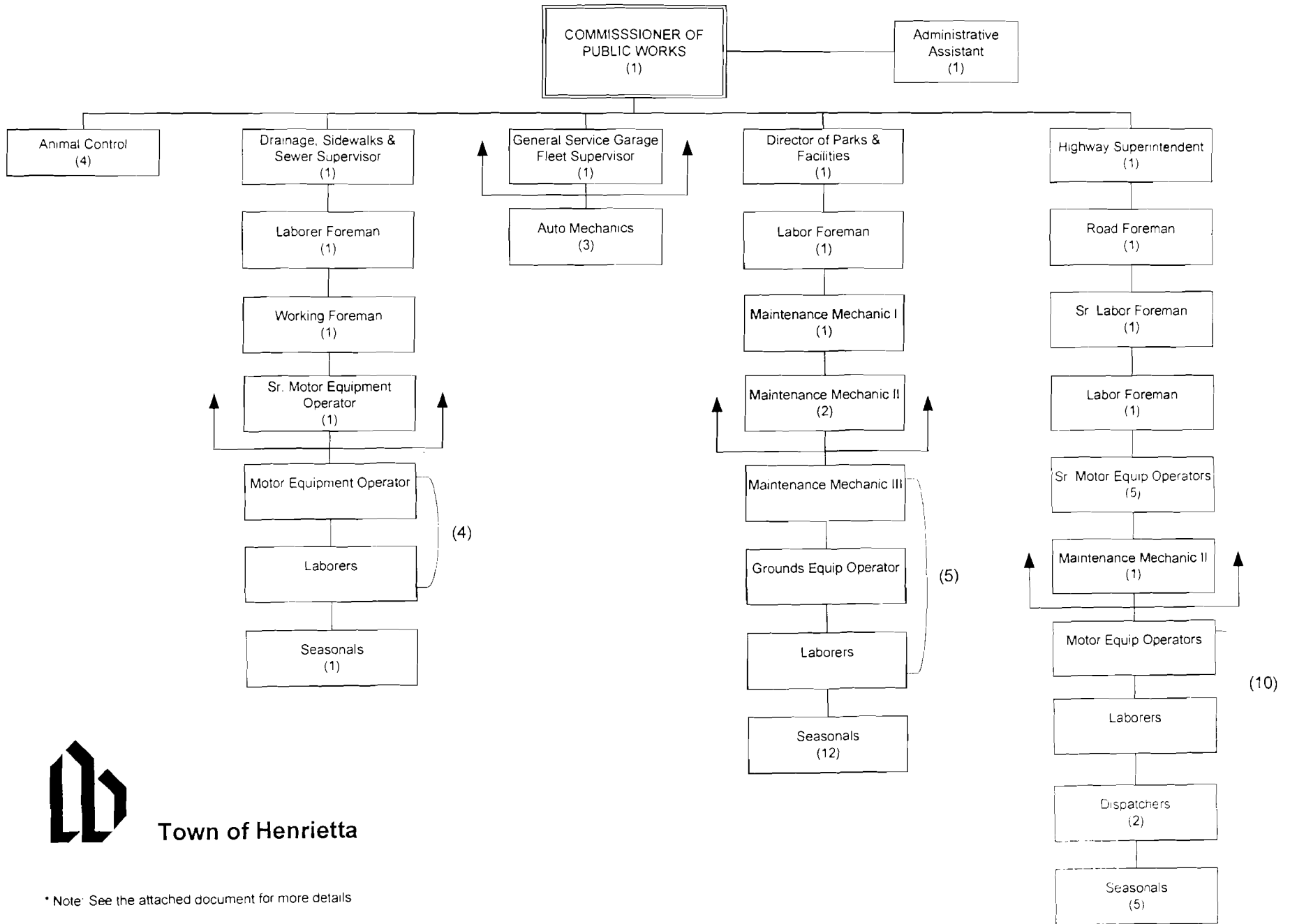
**TOWN OF HENRIETTA**  
**DEPARTMENT OF PUBLIC WORKS ORGANIZATIONAL CHART**

- 1) The number of positions on the Organizational Chart is feasible to change due to workload and/or departmental responsibility at management's discretion.
- 2) The number of senior positions above the lines is currently locked at maximum numbers.
- 3) If the Sr. level positions are currently filled, any employee doing Out of Title work will be paid at the higher rate, and accumulate hours. There are no automatic promotions at the Sr. level, once an employee accumulated enough hours.
- 4) All potential candidates for open positions must meet the requirement stated in the Collective Bargaining agreement and Civil Service acceptance, as well as meeting the trial period also stated in the Union Contract before the position becomes permanent.
- 5) Positions below the lines are open to advancement. The positions with parentheses are non-capped and if an employee meets the requirements to fill the position, they will be promoted. (I.e. Civil Service Requirement, 1600 hours).
- 6) Job Titles have been reworked to more accurately reflect on the jobs the employees are required to do. (i.e. Sr. Labor Foreman – removed, Labor Foreman insert where the position fits, Working Foreman position has been reinserted in areas)
- 7) A new wage scale will be developed and no employees will be required to take a cut in pay.
- 8) New Wage Scales will be in negotiations during the collective bargaining agreement negotiations.
- 9) There is no 5% increase for the days foreman fills in for the Department Heads who are absent. It is the responsibility of the Commissioner of Public Works and other Department Heads to make sure the work is completed.
- 10) The Working Foreman position in Drainage will be eliminated and replaced by an additional Sr. MEO, when one of the current Foremen in the Department move on.

# TOWN OF HENRIETTA

## DEPARTMENT OF PUBLIC WORKS ORGANIZATIONAL CHART

41



**Town of Henrietta**

\* Note: See the attached document for more details